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Fernandes Super Markets, Incorporated and the Southeast Food Handlers Local Union, Local 4, AFL-CIO (1980)

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Fernandes Super Markets, Incorporated and the Southeast Food Handlers Local Union, Local 4, AFL-CIO (1980)

Location

West Bridgewater, MA

Effective Date

11-1-1980

Expiration Date

October 1982

Number of Workers

800

Employer

Fernandes Super Markets, Inc.

Union

Southeast Food Handlers Local Union

Union Local

4

NAICS

44

Sector

P

Item ID

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AGREEMENT

BETWEEN

**FERNANDES SUPER MARKETS, INC.
NORTON, MASSACHUSETTS**

AND

SOUTHEAST FOOD HANDLERS

LOCAL UNION NO. 4A

United Food and Commercial Workers

International Union, AFL-CIO

West Bridgewater, Massachusetts

Effective Date - November 1, 1980

Expiration Date - October 30, 1982

X 10/82

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BETWEEN

**FERNANDES SUPER MARKETS, INC.
NORTON, MASSACHUSETTS**

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Dear Member:

This is your Union Contract. It is a legal document. This Contract sets forth your WAGES - HOURS - AND OTHER UNION BENEFITS.

Save this Contract so that you may refer to it whenever the need arises.

Whenever you feel that any provision of this Agreement is being violated, please contact your Union Steward or the Union Office immediately.

This Union is as close as your phone. Do not be in doubt as to what your rights or benefits are. Call us and be sure.

With every good wish, I am

Fraternally yours,

Noe Gouveia
President

AGREEMENT

THIS AGREEMENT made and entered into at Norton, Massachusetts on November 1, 1980 by and between Fernandes Super Markets, Inc., its successors or assigns, hereinafter designated and referred to as the Company or the Employer and the Southeast Food Handlers Local Union No. 4A of the United Food and Commercial Workers International Union, AFL-CIO, located at West Bridgewater, Massachusetts which is a labor organization acting as the agent hereinafter designated and referred to as the Union.

ARTICLE ONE

PREAMBLE

Paragraph 10. It is the intent and purpose of the parties hereto, that this Agreement shall promote a harmonious relationship between the Company and its employees, as represented by the Union, and shall set forth herein rates of pay, hours of work, and working conditions of employment to be observed between the parties hereto. It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and the Union which will permit safe, harmonious and efficient operation of the Company's business. The Company and the Union will encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels between the Company and all employees. The officers of the Company and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of, and regard for, the respective rights and responsibilities of both the Company and the employees.

ARTICLE TWO

UNION RECOGNITION

Paragraph 20. Subject to the terms and provisions hereinafter provided and in accordance with the provisions of the National Labor Relations Act, the Employer during the term of this Agreement recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours and conditions of employment for the employees employed by the Employer in the bargaining unit consisting of all employees at its business establishments in the New England States excluding administrative employees, clerical and office employees, management trainees, store managers, assistant store managers, executives, buyers, merchandise specialists, advertising, display, engineering and technical employees, guards, watchmen, foremen, employees assigned to headquarters in quality control, professional employees, and supervisors as defined in the National Labor Relations Act. The provisions of this Paragraph are intended to describe the employees covered by this Agreement and not any particular work and all references in this Agreement to an employee or employees shall be deemed to include male and female employees as the case may be.

Paragraph 21. All matters having to do with the management of the business of the Company, and all policies, authority, and responsibility for the conduct of the same, the management of the working forces, the right to make changes in the operations and affairs of the Company, the right to hire, to promote, to transfer and suspend, or discharge for cause, are the proper prerogatives of the Company. The Company agrees to supply its field supervision with copies of this Agreement and assumes full responsibility for their observance of its terms. The Union agrees to do everything within its power to enforce its rules and regulations, and, through advice, instruction and example, to maintain the highest standard of work. The Union agrees to take necessary measures where justified complaints are made by the Company against any employee or employees.

Paragraph 22. None of the provisions of Paragraph 21 shall in any manner limit or restrict the right of the Union as provided in Paragraph 20 to represent the employees in the bargaining unit with respect to wages, hours, and conditions of employment provided however, that nothing in this Agreement shall limit or in any way restrict the supervisory personnel of the Employer or vendor representatives from performing such work as the Employer considers necessary or advisable.

ARTICLE THREE

UNION MEMBERSHIP

Paragraph 30. All present employees who have completed their probationary period and are members of the Union on the effective date of this Agreement shall maintain membership in good standing in the Union as a condition of employment.

Paragraph 31. All present employees who have not completed their probationary period and are not members of the Union on the effective date of this Agreement, as well as all future employees, shall become and remain members in good standing of the Union as a condition of employment following the completion of their probationary period.

Paragraph 32. The Union agrees that it will admit to, and retain in membership without discrimination, all present and future employees of the Company on these same terms and conditions as have been uniformly applicable to present members of the Union on the effective date of this Agreement. An employee who tenders his initiation fee and uniform regular periodic dues to the Union shall be deemed to have satisfied his obligation to the Union.

Paragraph 33. The Union will not request the Company to discharge an employee for any reason other than the employee's failure, who is required to do so, to tender the Union its uniform single initiation fee or its uniform, regular, periodic Union dues and assessments uniformly required for membership by the constitution of the International Union and the By-Laws of the Local Union. The Union will deliver written notice to the employee and the Company of the employee's default in such tender. The Union's request for discharge shall become effective on the fifteenth (15th) working day after receipt of written notice, unless tender of payment has been made to the Union by or on behalf of the employee within this

period. The Company will rely upon the Union's statements and information in its request for discharge with no obligation on the part of the Company to investigate their accuracy. The Union agrees to defend and hold the Company harmless against all claims, demands, or liabilities of whatsoever nature in connection with any action taken by the Company in reliance upon the Union's request for discharge.

Paragraph 34. The Employer and the Union agree that employment practices will seek to reflect the general population and make promotional opportunities equally available to both men and women and that the provisions of this Agreement shall be applied without regard to race, color, religious creed, sex, age or national origin and that they will not directly or indirectly or in any manner whatsoever apply or attempt to apply any unlawful discipline, discrimination or penalty against any employee.

ARTICLE FOUR

UNION REPRESENTATIVES AND STEWARDS

Paragraph 40. The Employer will deal with authorized Business Agents and Stewards of the Union in matters pertaining to the administration of this Agreement. The Union will furnish in writing to the Director of Human Resources of the Company the names of its authorized Business Agents and Stewards and shall promptly notify in writing of any changes in the authorized Business Agents and Stewards.

STEWARDS

Paragraph 41. The Union shall have the right to have a single Steward in each of the Company's stores and other units covered by this Agreement. Stewards shall, whenever possible, be full time employees of the Company. A Steward shall be the last employee to be laid off within his department and classification at the location where he is employed. A Steward will not be transferred from the location where he is employed except by mutual agreement between the Employer and the Union. The Union agrees that its Authorized Stewards and Business Agents are agents of the Union and each Steward and Business Agent will exercise responsible judgment and due care in the discharge of his duties and responsibilities in a manner which will not interfere in any way with the orderly and efficient operation of the business of the Com-

pany and at a time or times as are mutually acceptable to both the Union and the Company. The Steward shall have the authority to process, handle, and settle complaints or disputes as they occur between the Company, an employee, or the Union.

UNION REPRESENTATIVES VISITING STORES

Paragraph 42. A duly authorized representative of the Union may visit the stores, and Maintenance Building for the purpose of conducting Union business but in doing so shall not disrupt the Company's operations. The Union representative will notify the manager or person in charge of his arrival and departure from the premises. The Union representative may confer with a Store Manager or Department Manager with respect to a Grievance or to matters directly related to the administration of this Agreement. The Company will cooperate with Union representatives and will, upon reasonable notice and at reasonable times, make store payroll records available to the Union representative.

Paragraph 43. The Director of Human Resources or his deputy will be available at the Headquarters Office of the Company to meet with the Business Agent or Business Agents of the Union for the purpose of administering the provisions of this Agreement. Whenever possible, the Business Agents of the Union will make advance appointments for meetings with the Director of Human Resources or his deputy. Nothing in this Article or this Agreement shall authorize Union Representatives to give any instructions to supervisory personnel of the Employer concerning their work.

ARTICLE FIVE CHECK OFF

Paragraph 50. The Company agrees during the terms of this Agreement to make deductions of a single, uniform initiation fee and uniform periodic Union dues and assessments uniformly required for membership by the constitution of the International Union and the By Laws of the Local Union from the wages due and payable to employees who have given the Company a written Authorization for the Deduction of Union Initiation Fee and Dues to make the said deductions.

Paragraph 51. The amount of the initiation fee, and of the regular weekly dues collected by the Employer by deductions from the wages or salaries due and payable to the employees, together with a statement in the form which the Employer considers convenient and adaptable to its record-keeping procedures, designating the name of each employee from whose wages or salaries the deductions were made, and the amount of each deduction, together with a list of employees in the bargaining unit from whose wages or salaries deductions have not been made, shall be mailed to the Treasurer of the Union at its office not later than the second week of the month following the month in which such initiation fees and dues have been collected. Upon the mailing of the amount of said deductions to the Union, the Employer shall be relieved of further liability or responsibility to the Union with respect to said funds.

Paragraph 52. The deductions from wages will be made on each weekly payday after deductions have been made for all governmental taxes of whatsoever nature, social security payments, and also deductions, if any, in payment of premiums for medical, hospitalization, pension, or life insurance plans as authorized by the employee.

Paragraph 53. The authorization for deduction of the initiation fee and Union dues shall be irrevocable for year to year periods from the date it was signed by the employee, unless revoked in writing by notice to the Company and the Union ten (10) days before the expiration date of each annual period or ten (10) days prior to the expiration of an Agreement.

Paragraph 54: The Union agrees that all payments received from the Company shall be applied solely toward the uniform, single initiation fee and toward the regular, current weekly dues or assessments.

Paragraph 55. The Company will not be liable to the Union for erroneously making or failing to make any deduction it is required to make, except if it did so wilfully or in clear lack of good faith. Upon written notice by the Union to the Company of such an error, the Company will make appropriate deduction the next following pay period. It is agreed that the Company shall have the right to decline to make a deduction or deductions if such deductions are determined to be contrary to governmental laws, statutes, regulations or orders.

Paragraph 56. The Company may conclusively rely upon the written statement of a duly authorized Union representative stating the amount of the uniform, original initiation fee and the uniform, regular weekly Union dues which shall be conclusively presumed to be unchanged until advised in writing by the Union that the said initiation fee and periodic dues have been changed according to applicable law.

Paragraph 57. The Union agrees and does indemnify, defend, and hold the Company harmless from any claims, demands, and liabilities or litigation arising from any action it has taken in reliance upon any list, statement, notice, or authorization delivered by the Union to the Company concerning the check off of the initiation fee and periodic Union dues.

Paragraph 58. The Company agrees to honor and shall check-off such sums as may be authorized by employees covered by this Agreement pursuant to the terms of the written authorization form described below, and shall forward such sums to the Secretary-Treasurer of the Local Union, who in turn shall forward such monies to the Political Fund: (Said funds shall be forwarded by the Employer at least once each month.)

CHECK-OFF AUTHORIZATION:

"I hereby authorize the Company to deduct from my pay check the sum of \$_____ for each hour worked (or from each regular paycheck, or monthly or annually) and to forward that amount to the Local 4A Active Ballot Club. This authorization is signed freely and voluntarily and not out of any fear of reprisal and on the understanding that the Local 4A Active Ballot Club is engaged in a joint fund raising effort with the AFL-CIO, will use the money contributed to that effort to make political contributions and expenditures in connection with federal, state and local elections, and that this voluntary authorization may be revoked at any time by notifying the Company and Local 4A Active Ballot Club in writing of a desire to do so."

ARTICLE SIX

CONTINUITY OF OPERATIONS

Paragraph 60. The Union, employees and the Company agrees that they will not, for any reason, including an unresolved unfair labor practice charge, during the term of this Agreement, cause, assist, condone, authorize, encourage, finance, permit, threaten, or participate in any strike, lockout,

walkout, sit down, slow down, boycott, picketing, refusal to work, or disrupt in any manner the operations or production of the Company, and none of the parties will engage in unlawful or illegal acts contrary to the provisions of this Agreement.

Paragraph 61. The Union agrees that, in the event of any violation of Paragraph 60 by any employee or employees, the Union shall support and assist the Company in maintaining the continuity of its operations and the Union shall immediately order that such violation cease forthwith, that work be fully and promptly resumed and that the employee or employees comply promptly with the provisions of this Article Six. In addition to any other liability, remedy or right provided in this Agreement or by applicable law or statute, in the event of a strike, walkout, slowdown, sitdown, sit-in, boycott, picketing, work stoppage, refusal to work, withholding of services or any direct or indirect interruption of or interference with the operations of the Employer, the Union shall, within twelve (12) hours following a request by the Employer:

- (a) Publicly disavow such action by the employees.
- (b) Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union.
- (c) Notify the employees of the disapproval of such action by the Union and instruct such employees to cease such action, return to work immediately and comply promptly with the provisions of this Article Six and
- (d) Post notices on the Union bulletin boards stating that the Union disapproves such action by the employees and instructing the employees to cease such action, return to work immediately and comply promptly with the provisions of this Article Six.

In the event the Union fails in any way to completely fulfill its obligations set forth in this Paragraph, the Employer may impose disciplinary action including reprimand, suspension, or discharge upon any or all of the employees involved in a violation of this Article provided however, that such action by the Employer shall be subject to the grievance and arbitration provisions of this Agreement.

Paragraph 62. In the event any employee or employees engage in the prohibited conduct contained in this Article, the Company shall have the right to seek legal action to enjoin the continuance of the said conduct. Initiation and pursuance of such legal action shall not be the Company's exclusive remedy nor a waiver to initiate and pursue all other such rights and remedies available to it under the terms of this Agreement or under provisions of law.

ARTICLE SEVEN

PROBATIONARY PERIOD

Paragraph 70. The first one hundred thirty (130) working days of the employment of an employee as an apprentice meat cutter and/or baker, the first sixty (60) calendar days of the employment of a new part time employee in connection with the opening of a new store and the first thirty (30) calendar days of the employment of a new employee in any of the other job classifications covered by this Agreement shall constitute such employee's trial period during which no transfer, layoff, suspension, discipline or discharge with respect to such employee shall be construed as a violation of any of the provisions of this Agreement or cause for or subject to the grievance procedure or to arbitration as provided in Article Twenty-Seven provided however, that the Employer may extend the probationary period for an employee other than an apprentice meat cutter and/or baker by an additional thirty (30) calendar days by giving written notice to the employee prior to the end of the first thirty (30) day period and that notice of the extension shall be given to the Union in writing within a week after said notice has been given to the employee. Upon an employee's satisfactory completion of the thirty (30) days extended probationary period he shall be admitted to, and retain membership in the Union under the provisions of this Agreement retroactive to, and effective upon the thirty-first (31st) day of his employment.

ARTICLE EIGHT

SENIORITY

Paragraph 80. Seniority is defined as the length of continuous employment with the Company. The date determining a full-time employee's employment date for purpose of seniority is the date he was either employed for, or appointed to full-time work.

Paragraph 81. Except as provided for in Paragraph 41, in all matters concerning layoffs and recall following a lay off, seniority as defined in Paragraph 80 shall be applied as follows:

- (a) For heads of departments as provided in this Sub-paragraph (a), seniority on a Company-wide basis shall be determined and applied within each separate classification of Bakery Department Head, Dairy Department Head, Grocery Department Head, Meat Department Head, Produce Department Head, Snack Bar Department Head and Head Cashier, respectively. In the application of seniority of heads of departments, an employee exercising his seniority shall displace the department head in the same classification with the least seniority and the displaced department head shall become a full time employee in the same department.
- (b) For full time store employees not including heads of department, seniority on a Company-wide basis shall be determined and applied within each department.
- (c) For full time non-store employees, except as otherwise specifically provided in this Paragraph 81, seniority shall be determined and applied for each separate job classification within each department.

Paragraph 82. Employees who change their status from part time to full time and from full time to part time shall be eligible for seniority, wages, and benefits as provided in this Agreement as follows:

- (a) Where a full time employee has had prior continuous service as a part time employee, upon being appointed to full time he shall be credited with one week for each two weeks of part time service.

- (b) A part time employee who changes to full time employment and then returns to his part time status, shall receive the part time wages and benefits to which he was entitled had he not changed his status and will revert to his original date of hire for seniority.
- (c) The provisions of this Paragraph will not apply to Apprentice Meat Cutters or Apprentice Bakers as regards wages.

Paragraph 83. In the event that a full time employee is laid off and where no other full time work is available in the same department, the employee shall have seniority as prescribed in this Article for part time employment. A full time employee who accepts part time employment as provided in this Paragraph shall, when full time employment becomes available, have seniority as defined in Paragraph 80 for full time employment within the department in which he had previously been a full time employee. A full time employee who accepts part time employment as provided in this Paragraph shall be eligible to receive his full time benefits for not more than sixty (60) days after the beginning of part time employment.

Paragraph 84. The first sixty (60) days of a layoff period shall be included as time worked in the employ of the Employer in applying wage increments, vacation time, vacation pay or other benefits determined by the length of employment.

Paragraph 85. In matters concerning the layoff and recall of part time employees, seniority as defined in Paragraph 80 shall be determined and applied for each separate department within each separate store. For the purpose of clarification, the following groups shall be considered as Departments:

- GROUP I Grocery, Dairy and Produce
- GROUP II Meat Department and Deli Department
- GROUP III Front End except Service Clerks.

Paragraph 85A. An eligible part time store employee who has been laid off shall have recall rights for a period of six (6) months within his store and optional recall rights for a period of ninety (90) days within a geographic area. A part time employee who exercises his option and accepts recall within the geographic area, cancels his recall rights for the store from which he was laid off.

Paragraph 85B. An employee on layoff status has bidding rights as provided in Paragraph 86.

Paragraph 86. Promotions to work assignments outside the Bargaining Unit shall be at the sole discretion of the Employer and shall not be subject to any provisions of this Agreement.

Whenever a part time job opening occurs within part time department Group I, Group II, or Group III the Company will first offer such openings to employees within those Groups.

- (a) When a part time employee within those Groups is transferred or assigned from one department group to another, he shall maintain his wages and benefits and be entitled to wage increments in accordance with his seniority.
- (b) When a vacancy cannot be filled in accordance with sub section (a) of Paragraph 86, the following procedure will apply:
 - 1) A Notice will be posted in each store of vacancies for part time jobs at that store.
 - 2) Each Notice will (1) state the location, the classification and the wage rate applicable to the job vacancy and (2) remain posted for six (6) working days including the day of posting. Applications for posted job vacancies shall be in writing and signed on a form furnished by the Employer and delivered to the Manager of the store where the employee-applicant is then employed not later than eight (8) calendar days after the date of the Notice. The posted vacancy will be filled in accordance with the provisions of Subparagraph (c) in this Paragraph 86.
- (c) Assignments of part time employees bidding on job openings shall be made in accordance with the length of continuous current employment provided that at the time of assignment, the part time employee has the potential to perform the duties of the job after the completion of the probationary period. This assignment is subject to a probationary period of ninety (90) calendar days during which the assignment may be rescinded at any time by the Employer after sixty (60) calendar days without recourse to the grievance procedure or to ar-

bitration as provided in Article Twenty-Seven. In the event the assignment is rescinded by the Employer as provided in this sub-paragraph (c), the employee shall be restored to his former or an equivalent position. Where a question arises concerning the employee's qualifications, the Employer will consult with the Union.

Paragraph 86A. In order to allow all employees the opportunity to apply for a full time job opening, the Company will post all full time job openings in all stores for a period of one (1) week.

Paragraph 87. Except where a Leave of Absence has been obtained, the seniority status and eligibility for benefits for an employee in the bargaining unit shall cease and terminate:

- (a) If he quits or resigns from the bargaining unit.
- (b) If he retires.
- (c) If he is discharged for cause.
- (d) If he qualifies for payments under the permanent disability provisions of the Social Security Act.
- (e) If he qualifies for payments under the provisions of the Workmen's Compensation Law pertaining to permanent and total disability effective at the time the agency administering said law determines his eligibility for such payments.
- (f) If he is absent from work for any reason for a continuous period exceeding twenty-six (26) weeks provided however, that except as provided in Sub-paragraph (e) in Paragraph 87 pertaining to permanent and total disability, if the employee is unable to work because of an occupational injury incurred in the course of his work as an employee of the Company which is acknowledged by the Company's insurance carrier as compensable under the Workmen's Compensation Law, the period of absence as provided in the Sub-paragraph (f) shall be extended for the period of time which the insurance carrier continues to make disability payments to said employee for said occupational injury or which the Industrial Accident Board determines that the employee shall receive disability payments.

- (g) If he does not report for work as scheduled, or if he does not report for work within five (5) days after the mailing by the Company by Certified Mail of a notice to recall, mailed to him at his address last known to the Company, unless the failure to report for work was due to bona fide illness or injury requiring confinement or medical treatment by a licensed physician, and provided that the Company receives reasonable advance notice of his inability to report for work. In the event that a notice mailed in accordance with the provisions of this Sub-paragraph (g) is returned to the Company indicating that it was not delivered to the addressee, the Employer will (1) make a reasonable effort to communicate by telephone with the employee to whom the notice was addressed and (2) notify the Union that the notice has been returned to the Company.
- (h) If he is not recalled to work within twelve (12) months from the date he is laid off due to lack of work.

The retention of seniority because of the inability to report for work due to illness or injury as provided in Sub-paragraph (g) in this Paragraph 87 shall extend for a period of three (3) months from the beginning of the illness, or the date of the injury provided however, that the Company may require a certificate by the attending licensed physician that the employee was not physically able to work on the day he was scheduled to report for work.

Paragraph 88. The Company will notify the Union of a transfer, promotion or change in status between full time and part time of each employee who has completed his probationary period. The Company will furnish to the Union on or about the first day of February in each calendar year, a Seniority list of the employees in the bargaining unit on December 31 who have completed their probationary period. Said list shall indicate the name and current address of each employee and the date of his current employment. The information on said list shall be deemed to be correct unless any alleged errors or omissions are called to the attention of the Company in writing by the Union within thirty (30) calendar days after the day on which the list is mailed to the Union.

Paragraph 88A. The Union and the employee shall be notified seven (7) days in advance on a permanent transfer or a demotion except in those cases due to extenuating circumstances, where notice cannot be given seven (7) days in advance.

Paragraph 88B. Employees will be given one (1) week's notice or one (1) week's pay in lieu of notice in layoffs due to lack of work.

Paragraph 89. The Company shall have the right to lay-off any employees when the Company closes a store; or department; during a power or utility failure, which affects the normal operation of the Company; or a labor dispute, and whenever the Company finds that business, or economic conditions warrant the elimination of a full time position, or positions, provided however that such lay-offs be made in accordance with the following procedures.

1. All stores will be staffed with the minimums of the following full time employees.

(a) **Meat Department.**

1. Meat Dept. Manager
2. Meat Dept. 2nd Man

Meat Department - Effective January 5, 1981

1. Meat Dept. Manager
2. Meat Dept. 2nd Man in stores with meat sales of \$11,000. a week or more.
3. Meat Dept. 2nd Man minimum of three (3) days per week in stores with meat dept. sales of less than \$11,000 per week.

(b) **Deli Department.**

1. Deli Department Manager

(c) **Grocery Department.**

1. Grocery Dept. Manager
2. Either Grocery Dept. 2nd Man or Grocery Clerk in stores with sales in excess of \$45,000.

(d) **Produce Department.**

1. Produce Dept. Manager
2. Produce Dept. 2nd Man - in stores with Produce sales of \$6,200.

(e) **Dairy Department.**

1. Dairy Dept. Manager in stores with sales of \$50,000. or more.

(f) **Front End Department.**

1. Assistant Manager or Head Cashier. (Red circled Head Cashiers only.) The Company is not required to appoint any further Head Cashiers as of 10/30/78.

(g) **Bakery Department.**

1. Bakery Department Manager

(h) **Snack Bar Department.**

1. Snack Bar Manager

- (i) Whenever staffing is based on volume stipulations, the volume will be determined on a weekly average, computed for the previous thirteen (13) week period.
2. Before a junior full time employee is laid off, he will be offered any full time work which is available as scheduled within his department. As used herein, full time work will mean work available as the result of the elimination of any back to back part time hours which total eight (8) on a given day or any shift or shifts which total eight (8) consecutive hours for which a part time employee has been scheduled and which can in the aggregate establish a full time work week as described in Article X, Paragraph 100, provided that the employee can perform the job to which he becomes assigned by virtue of the operation of this sub-section; and:
3. If after applying sub-section (2), above, there are not sufficient part time hours available as scheduled to maintain a regular full time schedule of forty (40) hours, then the employee shall be offered the maximum number of available part time hours as scheduled within the department, and within the store, provided that the employee can perform the job to which he becomes assigned by virtue of the operation of this sub-section.
 - (a) An employee scheduled or re-scheduled in accordance with the provisions of this Paragraph 89 shall be paid at the wage rate applicable to the job being performed.
 - (b) Part time employees whose schedule is in excess of thirty (30) hours as protected by Paragraph 103A shall have priority for scheduled part time hours ahead of a full time employee who is reduced to part time status in accordance with Paragraph 89 (3).

4. The present Grocery Department Second Man will be red circled as Grocery Department Second Man. The Company will not be required to have more employees classified as Grocery Department Second Men than they have stores, or to appoint any further Grocery Department Second Men except for in sub-section (b).
- (a) In the event the Company closes a store or stores, the least senior Grocery Second Man will revert to Grocery Clerk. As openings become available for Grocery Second Man, they will be assigned to Second Man in accordance with seniority.
 - (b) In the event a Grocery Manager is demoted because of his seniority and that Grocery Manager was previously classified as a Second Man, he will revert back to Second Man in accordance with his seniority.
 - (c) A full time employee's seniority for purpose of lay-off in Departments with only one (1) full time employee assigned in that department per store (such as Dairy or Lunch Counter) will be determined by that employee's seniority as defined in Paragraph 80.

Paragraph 89A. Overtime for full time employees in excess of the normal work periods as provided in Article Ten shall, to the extent the Employer finds it practicable and consistent with the efficient operation of its business, be distributed within each full time classification within store, then Company wide in order of seniority beginning with the most senior employee in each classification.

Paragraph 89B. All employees who are regularly scheduled to work forty (40) hours or more per week shall be classified as full time employees. All employees who are regularly scheduled to work less than forty (40) hours per week shall be classified as part time employees.

ARTICLE NINE

APPRENTICE MEAT CUTTERS AND APPRENTICE BAKERS

Paragraph 90. The training period for the apprentice meat cutter and/or apprentice baker shall be two (2) years from the beginning of his employment as an apprentice. The apprentice program will be prescribed and directed by the Employer.

Paragraph 91. An employee promoted to an apprentice meat cutter and/or baker shall maintain his pay rate or receive the starting pay rate listed in the apprentice schedule, whichever is higher. If his rate is higher than the starting rate of the apprentice, he shall receive his next increase in pay after having served the required period of time in accordance with the apprentice progression scale herein.

Paragraph 92. At the end of each twenty-six (26) weeks of continuous employment as an apprentice meat cutter and/or baker the apprentice shall be evaluated by the Employer. The standards of qualification shall be set by the Employer and in the event of a sub-standard evaluation, the services of the apprentice may be terminated by the Employer without recourse to the grievance procedure or arbitration procedure and the apprentice will revert back to his former classification consistent with his seniority rights.

Paragraph 93. The Company agrees that there will be no more than one (1) apprentice meat cutter and/or baker in each meat room and/or bakery.

Paragraph 94. An apprentice meat cutter and/or baker who successfully completes the apprenticeship and training program in accordance with the standards prescribed by the Employer, shall be classified as an experienced meat cutter and/or baker under the provisions of this Agreement.

ARTICLE TEN

HOURS AND OVERTIME

Paragraph 100. Except as otherwise specifically provided in this Article Ten, the normal work periods for various classes of employees shall be as follows:

- (a) Except as otherwise specifically provided in this Article Ten, for full time employees, eight (8) working hours exclusive of a meal period in any one (1) day shall constitute the normal work day and forty (40) working hours in any five (5) days, Monday through Saturday, exclusive of meal periods, shall constitute the normal work week.
- (b) For full time store employees and maintenance employees forty (40) working hours in any five (5) days, Monday through Saturday, exclusive of meal periods,

including one (1) work day after 6:00 P.M. and up to eleven (11) hours back from 10:00 P.M., exclusive of a meal period shall constitute the normal work week.

- (c) For full time Grocery Department Heads and Head Cashiers, forty-two (42) working hours in any five (5) days, Monday through Saturday, exclusive of meal periods, including two (2) evenings after 6:00 P.M., shall constitute the normal work week.

The normal work week as provided above shall continue in effect, except as otherwise provided below in this Paragraph and, except as provided in Paragraph 101.

Employees currently working a regular work schedule of Forty-two (42) hours or more shall have their normal scheduled work week, Monday through Saturday exclusive of meal periods, reduced in the following manner:

Effective Date	Classification	Normal Scheduled Work Week	Evenings
Nov. 1, 1980	Grocery Dept. Head	42	2
	Head Cashier	42	2
May 1, 1981	Grocery Dept. Head	41	2
	Head Cashier	41	2
Jan. 1, 1982	Grocery Dept. Head	40	2
	Head Cashier	40	2

On the dates that the normal scheduled work week of full time employees is reduced according to the stated schedule, the hourly wage rate of the affected full time employees will be increased and adjusted to the nearest half penny so as to guarantee no loss in their total weekly wages for their normal scheduled work week.

When, and as the regular scheduled work week of a full time employee is reduced to forty (40) working hours, he shall be paid one and one half (1½) times his applicable straight time wage rate for all work performed by the employee in excess of eight (8) working hours, exclusive of meal periods, in any one (1) day.

- (d) Full time clerks hired or appointed from part time employment on or after 11/1/80 may be scheduled up to two (2) days after 6:00 P.M. and up to eleven (11) hours back from 10:00 P.M.

Paragraph 100A. The Company may designate stores to be stocked by a Night Crew. However, night stocking shall be on a voluntary basis and staffed by bidding in accordance with seniority.

- a) Night Stocking Crew will consist of a minimum of a full time Crew Chief and a full time clerk.
- b) Full time: A 25% premium is to be paid based on the three (3) year contract rate of a clerk.
- c) One (1) full time employee per crew will be designated as "Crew Chief." This employee will receive an additional \$25.00 per week.
- d) A temporary Night Crew Chief replacement shall receive \$6.00 per night allowance.
- e) Full time hours - 40 hours - 5 nights - 8 consecutive hours per night between the hours of 10:00 P.M. to 8:00 A.M. except Sundays and Holidays, when they may commence no earlier than 12:01 A.M. of the following day.

Employees shall not work a combination of day and night hours in a work week or in more than one (1) store per week.

- f) Holiday full time hours - 32 hours - 4 night week: 4 nights - 8 consecutive hours per night between the hours of 10:00 P.M. to 8:00 A.M. except Sundays and Holidays, when they may commence no earlier than 12:01 A.M. of the following day.
- g) Part time hours: a 25% premium, over the three year contract part time clerk rate, shall be paid for those hours worked on the night shift.
- h) The lunch period will consist of one-half ($\frac{1}{2}$) hour to be taken within the eight (8) hour shift. Time for lunch will be considered as working time. No provisions are made for rest periods when working an eight (8) hour shift.
- i) The Night Stockers' total pay shall apply to vacation pay, injury on the job, death in family and holiday pay.

Paragraph 101. The work week for all full time employees for the calendar week in which the holidays named in Paragraph 120 occur shall be the number of hours in the employees' normal, regularly scheduled work week less eight (8) hours.

All work performed by full time employees in excess of thirty-two (32) hours in a holiday work week shall be paid to full time employees at one and one half (1½) times their straight time wage rates.

Paragraph 102. The service clerk is an employee whose duties do not include any of the work of the regular clerk. Service clerks may perform general clean-up work around the store. Service clerks may also: Keep checkstands stocked with service supplies, bag orders, assist customers with loading and unloading merchandise from carriages, collect and return carriages, collect and sort bottles, straighten out any display area which may contain any distressed or misplaced merchandise or debris.

Paragraph 103. Except (1) during a holiday week or (2) in the event of resignation, discharge for cause, or a layoff due to a labor dispute, power or utility failure, an Act of God, or other cause of any kind beyond the control of the Employer, a part time employee shall not be scheduled to work less than fifteen (15) hours in any calendar week, provided however, by mutual agreement between the Employer, the Union and the employee, the Employer may schedule the part time employee to work a minimum of, but in no event less than twelve (12) hours.

Paragraph 103A. A part time employee shall not be scheduled to work more than thirty (30) hours in any calendar week. Those part time employees whose regularly scheduled work weeks as of July 11, 1976 have averaged in excess of thirty (30) hours during the fifty-two (52) week period immediately preceding July 11, 1976 shall, unless fewer hours are mutually agreed upon by and between the Employer, the Union and the employee, continue to be scheduled to work no fewer hours than said average hours of part time work.

Paragraph 103B. Part time employees shall not be scheduled to work more than five (5) days in any one (1) week. However, employees may work six (6) days on a voluntary basis or call in hours, as long as it is not part of his normal schedule.

Those employees who were reduced from full time to part time in order to maintain a schedule of up to thirty-eight (38) hours per week may work six (6) days per week on a voluntary basis.

Paragraph 103C. Working hours shall be consecutive in any day in which an employee is employed with one-half ($\frac{1}{2}$) hour or one (1) full hour for lunch between 11:00 A.M. and 2:00 P.M. and one-half ($\frac{1}{2}$) hour for supper between the hours of 4:00 P.M. and 6:00 P.M. Meal periods should be as close to the middle of the work schedule as possible.

Paragraph 104. Part time employees will be offered, based on Seniority within each Department within each store, a work schedule not in excess of thirty (30) hours in any calendar week, with the greatest number of hours available within the employee's Department provided the employee is available for the offered hours of work on a regular basis. Work which is outside of their scheduled work shift shall be offered to employees on the basis of their Seniority within each Department within each store. Employees whose regular weekly work schedule is up to thirty (30) hours may be offered such hours outside of their weekly scheduled work shift, but not more than on one occasion in each calendar week to exceed thirty (30) hours. Reduction in the hours of a part time employee will be made on the basis of his Seniority within his Department within each store provided however, that a reduction of hours among front end store employees may be divided between two (2) junior employees, not necessarily in equal amounts.

Paragraph 104A. Company will make an effort to view schedules of hours from a perspective of what shifts might be interpreted as desirous. The Company will then, whenever possible, consider seniority as it relates to preferred schedules.

Paragraph 105. A full time employee especially called in to work outside his regularly scheduled work shift shall be paid for all work performed in accordance with the provisions of this Agreement provided, however, that said payments shall not be less than the amount computed on the basis of two (2) hours at one and one-half ($1\frac{1}{2}$) times his straight time wage rate plus the applicable shift differential premium unless the overtime is an hour which is designated to be added to an existing shift for the employee either at the beginning or end of the shift.

Paragraph 106. A full time Maintenance employee called to begin work before the start of his regularly assigned work shift shall be paid one and one-half (1½) times his straight time rate for the time worked before the start of his regularly assigned work shift. A full time Maintenance employee called in to work outside of his regularly scheduled work shift for maintenance work related to or arising from damage to or the breakdown of property or equipment or for protective measures related to weather or other circumstances beyond the control of the Employer shall be paid from the time he leaves his home until he returns to his home at one and one-half (1½) times his straight time wage rate provided however, that the amount of said payment shall not be less than the amount computed on the basis of four (4) hours at one and one-half (1½) times his straight time wage rate. The work performed by an employee under the provisions of this Paragraph shall not be included in his accumulated weekly working hours.

Paragraph 107. Except as otherwise specifically provided in this Article, one and one-half (1½) times the straight time wage rate shall be paid:

- (a) For all work performed at the request of the Employer in excess of forty (40) working hours in any normal work week.
- (b) For all in-store work performed at the request of the Employer on Patriots' Day, Columbus Day, Employee's Birthday, and effective 1/1/82 Washington's Birthday.
- (c) For all in-store work at the request of the Employer, before 6:00 A.M.
- (d) For part time employees who, at their option, perform work on Sundays.

Overtime computed and paid on a daily basis shall not be duplicated on a weekly basis. There shall be no duplication or pyramiding of overtime and/or other premium compensation and when any particular work is subject to or falls within two (2) or more overtime or other premium classifications either under this Agreement or as a matter of law, only the highest applicable single overtime or other premium wage rate shall be paid.

Paragraph 108. Except as otherwise provided in this Article, two (2) times the straight time wage rate, to all full time employees, for all work performed at the request of the Employer, on Sundays, and to all employees, for all work performed at the request of the Employer, on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Paragraph 109. A part time employee, who at his option, performs work on Sunday, such hours worked shall be included in his accumulated weekly working hours, but not counted nor considered to be part of his regularly scheduled work week.

ARTICLE ELEVEN

WAGES

Paragraph 110. Subject to the terms and provisions of this Agreement, the straight time wage rates to be paid to the employees in the bargaining unit shall be those stated in the following schedule:

Effective: 11/1/80									5/1/81	
Job Classification									Max. at	Salary at
Full Time Employees									41 Hours	Maximum
	30 Days	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	Max.		
Meat Dept. Head								10.315		412.60
Meat Dept. 2nd Man	7.90	8.90	9.00	9.10				9.10		364.00
Meat Cutter	7.825	8.825	8.925	9.025				9.025		361.00
Meat Clerk	6.945	7.045	7.145	7.245	7.345	7.445	7.695	7.695		307.80
Deli Head	7.92	8.02	8.12	8.22	8.32	8.42	8.67	8.67		346.80
Grocery Dept. Head								9.405	9.745	404.42
Grocery Dept. 2nd Man	7.57	7.67	7.77	7.87	7.97	8.07	8.32	8.32		332.80
Grocery Clerk	6.50	6.60	6.70	6.80	6.90	7.00	7.25	7.25		290.00
Dairy Dept. Head	7.24	8.24	8.34	8.44	8.54			8.54		341.60
Produce Dept. Head								9.425		377.00
Produce Dept. 2nd Man	7.525	7.625	7.725	7.825	7.925	8.025	8.275	8.275		331.00
Produce Clerk	6.40	6.50	6.60	6.70	6.80	6.90	7.15	7.15		286.00
Head Cashier								8.735	9.05	375.61
Courtesy Booth Clerk	5.95	6.05	6.15	6.25	6.35	6.45	6.70	6.70		268.00
Snack Bar Head	7.095	8.045	8.145	8.245	8.345			8.345		333.80
*Bakery Dept. Head								8.38		335.20
*Baker	6.475	7.425	7.525	7.625				7.625		305.00
*Bake Off Clerk	5.075	5.175	5.275	5.375	5.475	5.575	5.825	5.825		233.00
Truck Driver	7.975	9.075	9.175	9.275				9.275		371.00
**Master Craftsman	8.24	10.34	10.44	10.54	10.64			10.64		425.60
**Maintenance "A"	7.475	9.075	9.175	9.275	9.375			9.375		375.00
**Maintenance "B"	6.475	7.475	7.575	7.675	7.775			7.775		311.00
**Maintenance "C"	5.705	6.805	6.905	7.005	7.105			7.105		284.20
**Maintenance "D"	4.78	5.88	5.98	6.08	6.18			6.18		247.20
*See Note I										
**See Note II										
	30 Days	4 Months	8 Months	12 Months	16 Months	20 Months	24 Months	Max.		Salary at Maximum
Apprent. Meat Cutter	8.425	8.525	8.625	8.725	8.825	8.925	9.025	9.025		361.00
Apprent. Baker	7.025	7.125	7.225	7.325	7.425	7.525	7.625	7.625		305.00

Schedule of Hourly Wage Rates

Effective: 11/2/81

Job Classification

Full Time Employees

30
Days

6
Months

12
Months

18
Months

24
Months

30
Months

36
Months

Max.

1/1/82

Max. at
40 Hours

Salary at
Maximum

Meat Dept. Head

8 50

9 50

9 60

9 70

10 915

436 60

Meat Dept. 2nd Man

8 35

9 35

9 45

9 55

9 70

388 00

Meat Cutter

8 35

9 35

9 45

9 55

9 55

382 00

Meat Clerk

7 47

7 57

7 67

7 77

7 87

7 97

8 22

8 22

328 80

Deli Dept. Head

8 645

8 745

8 845

8 945

9 045

9 145

9 395

9 395

375 80

Grocery Dept. Head

8 17

8 27

8 37

8 47

8 57

8 67

8 92

10 325

10 71

428 49

Grocery Dept. 2nd Man

7 025

7 125

7 225

7 325

7 425

7 525

7 775

8 92

356 80

Grocery Clerk

7 84

8 84

8 94

9 04

9 14

7 775

311 00

Dairy Dept. Head

7 84

8 84

8 94

9 04

9 14

9 14

365 60

Produce Dept. Head

8 125

8 225

8 325

8 425

8 525

8 625

8 875

10 025

401 00

Produce Dept. 2nd Man

6 925

7 025

7 125

7 225

7 325

7 425

7 675

8 875

355 00

Produce Clerk

6 55

6 65

6 75

6 85

6 95

7 05

7 30

9 63

9 99

399 65

Head Cashier

7 62

8 57

8 67

8 77

8 87

7 30

292 00

Courtesy Booth Clerk

7 62

8 57

8 67

8 77

8 87

8 87

354 80

Snack Bar Head

7 00

7 95

8 05

8 15

8 98

359 20

*Bakery Dept. Head

5 60

5 70

5 80

5 90

6 00

6 10

6 35

8 15

326 00

*Baker

8 50

9 60

9 70

9 80

6 35

254 00

*Bake Off Clerk

8 50

9 60

9 70

9 80

9 80

392 00

Truck Driver

8 84

10 94

11 04

11 14

11 24

11 24

449 60

**Master Craftsman

8 00

9 60

9 70

9 80

9 90

9 90

396 00

**Maintenance 'A'

7 00

8 00

8 10

8 20

8 30

8 30

332 00

**Maintenance 'B'

6 23

7 33

7 43

7 53

7 63

7 63

305 20

**Maintenance 'C'

5 305

6 405

6 505

6 605

6 705

6 705

268 20

**Maintenance 'D'

*See Note I

**See Note II

30
Days

4
Months

8
Months

12
Months

16
Months

20
Months

24
Months

Max.

Salary at
Maximum

Apprent Meat Cutter

8 95

9 05

9 15

9 25

9 35

9 45

9 55

9 55

382 00

Apprent Baker

7 55

7 65

7 75

7 85

7 95

8 05

8 15

8 15

336 00

FOOTNOTES TO FULL TIME WAGE RATE SCHEDULE

Note 1. An employee working in a job classification bearing references to this Note 1 who spends more than fifty percent (50%) of his time working in the Central Bakery shall be paid Twenty-five cents (25¢) per hour for all his working time in addition to his applicable straight time wage rate as provided in this Article Eleven.

Note 2. The designations of Maintenance Personnel are intended to include by way of illustration only, the following types of work:

Master Craftsman - *Refrigeration Serviceman and
*Journeyman Electrician

Maintenance "A" - Carpenter,
**Refrigeration Serviceman and
**Journeyman Electrician

Maintenance "B" - Apprentices, Painters, Handymen,
Helpers and General Maintenance
Personnel

Maintenance "C" - Custodial Maintenance Man
and Laborer

Maintenance "D" - Porters

*With over four (4) years continuous service in the
employ of the Employer.

**With less than four (4) years continuous service in
the employ of the Employer.

Schedule of Hourly Wage Rates

Effective: 11/1/80

Job Classification

Part Time Employees

30 Days	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	Maximum
4.45	4.55	4.65	4.75	4.85	4.95	5.50	5.50
4.45	4.55	4.65	4.75	4.85	4.95	5.50	5.50
4.45	4.55	4.65	4.75	4.85	4.95	5.50	5.50
3.55		3.95		4.00		4.10	4.10
4.25	4.35	4.45	4.55	4.65	4.75	4.95	4.95
3.65		4.30		4.35		4.45	4.45
3.45		3.75		3.80		3.90	3.90
3.30	3.40				1/1/81 -	3.70	3.70
3.35							
6.55	6.65	6.75	6.85	6.95	7.05	7.25	7.25
5.40	5.50	5.60	5.70	5.80	5.90	6.10	6.10
5.05	5.15	5.25	5.35	5.45	5.55	5.75	5.75
4.20	4.30	4.40	4.50	4.60	4.70	4.90	4.90
8.325	8.425	8.525	8.625	8.725	8.825	9.025	9.025

*Note I - 10¢ per hour premium will be paid to clerk in charge of Health and Beauty Aids.

**Note II - 10¢ per hour premium will be paid to bakery clerks designated as Cake Decorators.

Schedule of Hourly Wage Rates

Effective: 11/2/81

Job Classification

Part Time Employees

	30 Days	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	Maximum
* CLERKS in GROUP: I, II, III	4.80	4.90	5.00	5.10	5.20	5.30	5.85	5.85
Snack Bar Clerk	3.90		4.30		4.35		4.45	4.45
** Bakery Clerk	4.60	4.70	4.80	4.90	5.00	5.10	5.30	5.30
Bakery Wrapper	4.00		4.65		4.70		4.80	4.80
Bakery Clean-up	3.80		4.10		4.15		4.25	4.25
Service Clerk	3.55	3.60					3.90	3.90
Maintenance "A"	6.90	7.00	7.10	7.20	7.30	7.40	7.60	7.60
Maintenance "B"	5.75	5.85	5.95	6.05	6.15	6.25	6.45	6.45
Maintenance "C"	5.40	5.50	5.60	5.70	5.80	5.90	6.10	6.10
Maintenance "D"	4.55	4.65	4.75	4.85	4.95	5.05	5.25	5.25
Meat Cutter	8.85	8.95	9.05	9.15	9.25	9.35	9.55	9.55

*Note I - 10¢ per hour premium will be paid to clerk in charge of Health and Beauty Aids.

**Note II - 10¢ per hour premium will be paid to bakery clerks designated as Cake Decorators.

Paragraph 111. A part time store employee other than employees in Groups I, II or III who transfers or is assigned from one (1) Department to another Department shall be paid the thirty (30) day wage rate applicable to the new job at the time of the assignment for a period of thirty (30) days. Upon completion of the thirty (30) day period, the employee shall be paid wage increments applicable to the new job based on credit of one (1) full week for each two (2) weeks of past part time employment.

Paragraph 112. The night premium for a custodial maintenance employee classified as Maintenance 'C' shall be fifteen (15¢) cents per hour.

Paragraph 113. Wage changes which under the provisions of Article Eleven are otherwise scheduled to become effective on any day in any calendar week shall be retroactive to and shall be paid from Sunday of that week.

Paragraph 114. An employee who at the request of the Employer temporarily replaces a Grocery, Produce, Bakery, Meat Department, Snack Bar or Deli Head for a full week shall be paid the same compensation as the replaced Department Head during the first and each subsequent full work week of such replacement. An employee so assigned for less than a full work week shall be paid an additional six (\$6.00) dollars per day.

Paragraph 115. The work descriptions named in this Article Eleven are for the sole purpose of determining wage rates. Subject to the provisions of Paragraph 86, nothing in this Article Eleven or in this Agreement shall in any way limit or restrict the right of the Employer to assign work to the employees or to transfer an employee from one (1) department to another or from one (1) job to another provided however, that:

- (a) A part time employee who is temporarily assigned to and performs a full time or part time job in another classification with a thirty (30) day rate of pay which is higher than his own rate at that time for more than fifty percent (50%) of his work schedule during that work week, shall be paid at the higher rate for the hours he works during said work week.
- (b) A part time employee who is temporarily assigned to and performs a full time job in the same classification shall receive either his own rate or the thirty (30) day rate of the full time job, whichever is higher, provided he works for forty (40) hours or more in the work week. A

part time employee who assumes the responsibilities of a full time Dairy Department Head shall receive either his own rate or the thirty (30) day rate of the full time job, whichever is higher.

- (c) Except as otherwise specifically provided in Paragraph 114, a full time employee who is temporarily assigned to and performs the work of another classification which has a higher wage rate than his own classification, will receive a differential of twenty-five (25¢) cents per hour provided he works more than fifty percent (50%) of his work schedule during the work week in said higher classification. However his wage rate shall not be greater than the maximum rate of that classification.

Paragraph 116. The Deli Department will be recognized as a separate department of the store operated by a Deli Department Manager.

For the purpose of seniority anyone in the Meat and Deli Department hired prior to February 25, 1974 will have seniority within the Deli and Meat Department.

The part time hours within the Deli Department will fall within Group II of Paragraph 85.

ARTICLE TWELVE

Paragraph 120. In the manner and to the extent provided in this Article Twelve, each full time employee who qualifies under the provisions of Paragraph 124 shall receive eight (8) hours of holiday pay at his straight time wage rate which shall not be included in his accumulated weekly working hours for the following holidays:

Personal Holiday
Employee's Birthday
New Year's Day
Patriots' Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Thanksgiving Day
Christmas Day
Washington's Birthday
(Effective 1/1/82)

Paragraph 121. Each paid holiday as provided in Paragraph 120 will be observed on the day prescribed, if any, in applicable Federal or State Statutes.

Paragraph 122. Each part time employee who qualifies under the provisions of Paragraph 124, shall receive as holiday pay for each of the holidays provided in this Article, an amount equal to the product of the hours of pay stated in the following schedule multiplied by his straight time wage rate which shall not be included in his accumulated weekly working hours.

<u>Length of Continuous Employment</u>	<u>Hours of Holiday Pay</u>
Six (6) months and less than one (1) year	Three (3) hours
One (1) year and less than five (5) years	Five (5) hours
Five (5) years or more	Six (6) hours
For part time service clerks hired after November 1, 1980	
Three (3) years and less than five (5) years	Three (3) hours
Five (5) years or more	Six (6) hours

Paragraph 123. An eligible employee shall notify the Store Manager, or supervisor, of his forthcoming birthday holiday on a form furnished by the Employer, to that effect not less than fourteen (14) calendar days in advance of the birthday. Upon approval, the Store Manager, or supervisor, will schedule the employee off on that day. In the event that the employee should forget to inform the Store Manager, or supervisor in time, the employee will take another day off with pay as a birthday holiday, that is mutually agreed between the Parties.

Paragraph 123A. An employee who qualifies for a personal holiday shall take his personal holiday at a time that is mutually agreed upon between the Employer and the employee; and not on a day before or after any other holiday. An eligible employee shall notify the Store Manager, or supervisor, on a form furnished by the Employer to that effect, not less than fourteen (14) calendar days in advance of his chosen personal day. Upon approval, the Store Manager will schedule the employee to be off on that personal day.

Paragraph 124. Holiday pay for each of the holidays provided in this Article Twelve, shall be paid only to each employee:

- (a) Who has completed his probationary period as provided in Article Seven in this Agreement.
- (b) Who has actually worked for the Employer for thirty (30) working days immediately preceding the holiday and on his full scheduled working day, immediately before and immediately after the holiday, unless the failure to work during the said thirty (30) day period, or on one or both of said days is due to a bona fide illness or injury requiring confinement or medical treatment by a licensed physician.

Holiday pay as provided in Subparagraph (b) will be paid only to an otherwise eligible employee who is absent from work because of bona fide illness or injury who delivers to the Employer a certificate by a licensed physician of said illness or injury. The exception to the period of actual work in the employ of the Employer as provided in Subparagraph (b) in this Paragraph 124 shall extend for a period of thirty (30) days from the beginning of the illness or the date of a non-occupational injury and shall extend for a period of three (3) months from the date of an occupational injury.

Paragraph 125. An employee who is requested four (4) days in advance to work on any of the holidays named in Paragraph 120 and who refused to work on said holiday shall not be entitled to receive the holiday pay provided in this Article unless he advises the Employer of his inability to work not less than three (3) days in advance and presents a reasonable excuse to the Employer for not working.

Paragraph 126. No employee shall be required to work after 6:00 P.M. on Christmas Eve, or New Year's Eve.

ARTICLE THIRTEEN

VACATIONS

Paragraph 130. All employees in the employ of the Employer on the date of their employment anniversary shall be entitled to a vacation with pay determined by the length of his continuous employment by the Employer as follows:

<u>Length of Continuous Employment</u>	<u>Amount of Paid Vacation</u>
Effective 11/1/80	
One (1) year or more and less than two (2) years	One (1) week
Two (2) years or more and less than five (5) years	Two (2) weeks
Five (5) years or more and less than thirteen (13) years	Three (3) weeks
Thirteen (13) years or more and less than twenty (20) years	Four (4) weeks
Twenty (20) years or more	Five (5) weeks

Paragraph 131. The amount of vacation pay for each eligible full time employee shall be computed on the basis of his normal work week at his prevailing straight time hourly wage rate at the time he takes his vacation. The amount of vacation pay for each eligible part time employee shall be computed on the basis of the average weekly hours of work he has performed during the fifty-two (52) weeks immediately preceding his employment anniversary at his prevailing straight time wage rate at the time he takes his vacation.

Paragraph 132. The vacation period for each eligible employee will be determined by mutual agreement between the employee and the Employer. In scheduling vacations, the Employer will give preference for selection of vacation periods by employees in the order of seniority within each department and,

- (a) The first (1st) and second (2nd) weeks of vacation for an eligible employee entitled to one (1) and two (2) weeks of vacation shall be taken during the summer vacation period beginning June 15th and ending September 15th.

- (b) The third (3rd), fourth (4th) and fifth (5th) weeks of vacation for an eligible employee entitled to three (3), four (4), or five (5) weeks of vacation shall be taken at a time other than the summer vacation period.

The Employer shall post vacation forms by December 15 of the preceding year for selection of the third (3rd), fourth (4th), and/or fifth (5th) weeks of vacation for those who may be eligible and, such weeks of vacation shall be taken at the convenience of the employee and the Employer. The vacation period shall be a consecutive period unless otherwise requested by the employee. No more than two (2) consecutive weeks of vacation may be taken at any one time.

Paragraph 133. Vacation with pay as provided in this Article shall be taken by each eligible employee during each calendar year as it accrues and may not be accumulated for use in a subsequent calendar year. By mutual agreement between an eligible employee, the Union, and the Employer, such employee may, upon application to the Employer, receive vacation pay in lieu of a vacation with pay for all or a portion of the time, measured by full work weeks to which he is entitled. If an employee does not take his vacation by December 31 because of a request by the Employer, the employee shall be paid his appropriate vacation pay and shall not be given compensating time off.

Paragraph 134. Each employee who qualifies for vacation pay as provided in this Article will, upon ten (10) day's notice to his immediate supervisor, receive the amount of vacation pay to which he is entitled not later than his last working day preceding the beginning of his vacation. However, if the check is not received by the employee then the Store Manager shall pay the employee's vacation benefits out of store cash prior to the employee's leaving for vacation.

Paragraph 135.

- (a) When a full time or part time employee has qualified for, and received one (1) week's vacation with pay he will, thereafter, be eligible for an additional week of vacation with pay as of January 1 of the succeeding year. The second week of vacation shall be taken on or after his second anniversary date.

- (b) When a full time or part time employee has qualified for, and received two (2) week's vacation with pay, he will thereafter be eligible to receive two (2) week's vacation with pay as of January 1 of each succeeding year. The same principle shall apply successively and in the same manner as each employee qualifies for, and receives vacation with pay for his third (3rd), fourth (4th), and/or fifth (5th) week of vacation.

Paragraph 136. An employee who is unable to work because of an on-the-job injury requiring confinement and treatment by a physician while in the employ of the Employer and who otherwise would have been entitled to receive an earned vacation with pay shall, upon application to the Employer, receive vacation pay in lieu of vacation with pay for each week of vacation to which he would otherwise have been entitled based on the difference between his straight time wage rate for eight (8) hours per day and the amount he receives as Workmen's Compensation.

ARTICLE FOURTEEN

INSURANCE

Paragraph 140. The Employer will, subject to the provisions of Paragraphs 142 and 143, purchase and maintain in effect for the duration of this Agreement, group insurance for the benefit of each full time employee who has completed his probationary period and who is actively working for the Employer in accordance with the following schedule:

- (a) The Employer will purchase and pay the premium for the duration of this Agreement for Group Non-occupational Sickness and Accident Insurance currently in effect which provides payments for each eligible employee who is unable to work for reasons not covered by Workmen's Compensation commencing on the first (1st) day of disability due to a non-occupational accident or on the fourth (4th) day of disability, for a maximum of twenty-six (26) weeks, in the amount of \$125.00 per week.

Effective - 1/1/81 - \$145.00 per week

Effective - 1/1/82 - \$160.00 per week

Effective - 1/1/82 - all red circled employees will be entitled to $\frac{2}{3}$ of their pay up to \$100.00 per week.

The Group Non-occupational Sickness and Accident Disability Insurance as provided in this Subparagraph shall take effect for each eligible employee on the twentieth (20th) day of the month immediately following the completion of his probationary period.

- (b) The Employer will purchase and pay the premium for the duration of this Agreement for Group Life Insurance which shall include insurance against accidental death and dismemberment currently in effect on the life of each eligible full time employee. Effective 1/1/81 all eligible full time employees will be entitled to the Face Amount of \$10,000.00 each.

The Group Life Insurance as provided in this Subparagraph shall take effect for each eligible employee on the twentieth (20th) day of the month immediately following the completion of his probationary period.

Paragraph 141. The Employer will, subject to the provisions of Paragraphs 142 and 143, purchase and maintain in effect for the duration of this Agreement, Group Insurance for the benefit of each eligible part time employee who is actively working for the Employer in accordance with the following provisions:

- (a) The Employer will purchase and pay the premium for the duration of this Agreement for the Group Health Insurance as provided for full time employees for the benefit of each part time employee in the active employ of the Employer and receiving the benefit of the Full Time Group Health Insurance Program on August 3, 1974, and who:
 - (1) Is self-supporting or the head of a household and who is not the beneficiary of an insurance policy or plan which provides medical and hospital insurance and who;
 - (2) Works in the employ of the Employer for twenty-five (25) hours or more in each calendar week;

A part time employee whose eligibility for Full Time Group Health Insurance Program terminates shall become eligible for the Group Insurance Program as provided in sub-section (d).

- (b) The Employer will purchase and pay the premium for \$2,000 for Group Life Insurance and Accident and Dismemberment Insurance for each part time employee who has completed one (1) full year of continuous work in the employ of the Employer.
- (c) The Employer will purchase and pay the premium for the duration of this Agreement for Group Non-occupational Sickness and Accident Insurance currently in effect which provides payments for each eligible part time employee who is unable to work for reasons not covered by Workmen's Compensation commencing on the fourth (4th) day of disability due to a non-occupational accident or on the eighth (8th) day of disability, for a maximum of twenty-six (26) weeks in the amount of $\frac{2}{3}$ of their weekly pay but not to exceed \$30.00 per week.
- (d) Effective 7/1/82 the Company will provide Health Insurance on behalf of each part time employee who has completed three (3) years of continuous work in the employ of the Employer. This Health Insurance Program will provide benefits of:
 - \$40.00 per day for 31 days hospitalization
 - \$750.00 surgical up to \$750.00 maximum
 - \$300.00 miscellaneous

This Insurance Program will be secondary to all others.

Paragraph 142. All matters pertaining to the operation, supervision and control of the group insurance programs as provided in Article Fourteen, including without being limited to the selection and change of any insurance carrier, specifically excluding the Full Time Group Health Insurance Program described in the Full Time Group Health Insurance Side Letter, the adjustments of premiums, the right to retain dividends, the right to determine the method of the payment of premiums and the use and application of dividends and other premium credits are and shall be within the sole discretion of the Employer. All matters pertaining to the administration of the insurance programs as provided in this Article Fourteen, including without being limited to the processing of claims, the determination of the eligibility of employees for benefits and the payment of benefits shall be within the exclusive authority and discretion of the insurance carriers. The insurance contracts and policies pursuant to the provisions of this Article

Fourteen shall be issued in the form determined by the insurance carriers and the insurance coverage provided in this Article Fourteen shall at all times be subject to the terms and conditions of said contracts and policies. The obligation of the Employer to provide insurance under the provisions of Paragraph 140 and provisions of Paragraph 141 shall not apply in the event an employee is absent from work because of a work stoppage in violation of the provisions of this Agreement or in the event of injury, illness or disability which is self-imposed or which results from the use of non-prescription drugs.

Paragraph 143. The Employer shall have the responsibility to maintain the insurance contracts and policies described in Paragraphs 140 and 141 in force by the payment of the premiums as provided in said insurance contracts and policies and the Employer shall not in any way be responsible for the processing of claims or for the payment of benefits. The group insurance contracts and policies issued pursuant to the provisions of Paragraphs 140 and 141 shall contain provisions for the coordination of other insurance benefits. All claims for benefits under the provisions of Paragraphs 140 and 141 shall be presented by the employees directly to the insurance carriers and the Employer will upon request, give reasonable assistance to an employee in the processing of a claim against an insurance carrier provided however, that such assistance by the Employer shall not in any manner alter or enlarge the obligation of the Employer as specifically provided in this Article Fourteen, which is limited to the payment of the required premiums during the term of this Agreement. Decisions by an insurance carrier pertaining to the insurance programs or policies or to the payments of benefits under said policies as provided in this Article Fourteen shall not be cause for nor subject to the grievance procedure or to arbitration as provided in Article Twenty-seven.

ARTICLE FIFTEEN

PENSION PLAN

Paragraph 150. The Company agrees to contribute to the United Food and Commercial Workers Union and Industry Pension Fund, according to the following schedules, which amounts shall be payable on eligible full time employees.

Effective 7/1/81 - \$75.20 per month

10/1/82 - \$87.80 per month

The Employer agrees to make contributions to the Fund for a period of three (3) months for the benefit of an eligible employee who is unable to work because of illness, injury or pregnancy.

Paragraph 151. The Employer agrees to make full time contributions to the United Food and Commercial Workers Union and Industry Pension Fund for all part time employees who are red circled and who work thirty (30) or more hours per week as provided in the Joiner Agreement to which the Company is a party.

Paragraph 152. Such contributions shall be subject to the terms and provisions of the Pension Agreement between the Company and the Union.

Paragraph 153. Each full time employee shall retire from the employ of the Company on the last day of the month in which he reaches his seventieth (70th) birthday.

Paragraph 154. The Employer shall contribute to the Pension Fund, as provided herein, only if said contributions are deductible by the Employer for Federal Income Tax Purposes. The Employer shall participate in the Pension Fund only if such participation or the continuation thereof shall not impair the Pension Fund's qualification under Internal Revenue Code Provisions and Internal Revenue Service rulings and regulations. Nothing in this Agreement shall authorize the Board of Trustees to increase the amount of contributions required to be paid by the Employer pursuant hereto, to extend the period for which contributions shall be made or to authorize the Board of Trustees to bind the Employer in any manner.

Paragraph 155. The Employer and the Union agree to modify the provisions of this Article and make allowances to the extent necessary to conform with the provisions of the Employee Retirement Income Security Act of 1974, as amended from time to time and the reasonable requirements of the Trustees of the Fund.

Paragraph 156. The Employer and the Union agree that the terms and provisions of this Article shall not be cause for, nor subject to the grievance procedure or to arbitration as provided in Article XXVII.

ARTICLE SIXTEEN

ON-THE-JOB INJURIES

Paragraph 160. A full time employee who has worked for the Employer and has completed his original probationary period, and who is unable to work because of an on-the-job injury requiring confinement recommended by a licensed physician and/or treatment by a licensed physician while in the employ of the Employer shall be reimbursed by the Employer for the first week of each disability for the difference between his straight time wage rate for eight (8) hours per day and the amount which he receives as Workmen's Compensation for a maximum of fifty-six (56) hours, not including the day of injury, in any calendar year.

Paragraph 161. A part time employee who has worked for the Employer and has completed his probationary period, and is unable to work because of an on-the-job injury requiring confinement recommended by a licensed physician and/or treatment by a licensed physician while in the employ of the Employer and who does not receive compensation under Workmen's Compensation Insurance will be paid by the Employer for a maximum of one (1) week in any calendar year. The Employer will pay the injured part time employee for the time lost from his normal work schedule during the week he was unable to work prorated on the basis of one-fifth (1/5th) of the employee's average weekly earnings during the thirteen (13) week period immediately preceding the date of his disability for each day he was unable to work within a period of five (5) scheduled working days.

Paragraph 162. In the event that an on-the-job injury while in the employ of the Employer does not immediately cause an employee to be unable to work, the provisions of this Article XVI will become applicable at the time, not to exceed thirty (30) days, after the injury, that the injured employee is unable to work.

Paragraph 163. Before paying compensation to an employee who is unable to work because of an on-the-job injury as provided in this Article XVI, the Employer may require a certificate by the attending licensed physician of the inability of the employee to work on the days for which pay is claimed.

ARTICLE SEVENTEEN

SICK PAY

Paragraph 170. A full time employee who has worked continuously for six (6) months as a full time employee and who is unable to work due to a non-occupational injury or illness requiring confinement or medical treatment by a licensed physician and who so notifies the Employer promptly and without delay shall be eligible to receive:

- (a) An annual sick pay allowance of six (6) full days, each of which shall not exceed eight (8) working hours for a total of forty-eight (48) working hours in each calendar year.
- (b) Effective January 1, 1982 an annual sick pay allowance of seven (7) full days, each of which shall not exceed eight (8) working hours for a total of fifty-six (56) working hours in each calendar year.

An eligible employee may draw on the said total working hours for scheduled hours of work lost because of said illness or injury.

Paragraph 171. A part time employee, except for service clerks hired after November 1, 1980, who has worked continuously for one (1) year and who is unable to work due to a non-occupational injury or illness requiring confinement or medical treatment by a licensed physician and who so notifies the Employer promptly and without delay shall be eligible to receive:

- (a) An annual sick pay allowance of not more than twelve (12) hours.
- (b) Effective January 1, 1982 an annual sick pay allowance of not more than sixteen (16) hours.

An eligible employee may draw on the said total working hours for scheduled hours of work lost because of said illness or injury.

Paragraph 172. A part time service clerk hired after November 1, 1980, who has worked continuously for three (3) years who is unable to work due to a non-occupational injury or illness requiring confinement or medical treatment by a licensed physician and who so notifies the Employer promptly and without delay shall be eligible to receive an annual sick pay allowance in accordance with Paragraph 171.

Paragraph 173. An eligible employee who qualifies for sick pay under the provisions of Paragraphs 170, 171 and 172 may accumulate any unused sick time earned and accrued since September 12, 1978 during the term of this Agreement against which the employee may draw only for scheduled hours of work lost because of illness or injury.

Paragraph 174. The provisions of Paragraphs 170, 171 and 172 shall not apply in the event of illness or injury which is self-imposed or which is incurred in the course of self employment or gainful employment other than as an employee of the Employer. The time for which an eligible employee receives sick pay as provided in this Article shall not be included in his accumulated weekly working hours.

ARTICLE EIGHTEEN

RELIEF PERIODS

Paragraph 180. Relief periods with pay for each employee will be scheduled as follows:

- (a) An employee scheduled to work for three (3) hours or more and less than seven (7) continuous hours in one (1) day shall receive one (1) fifteen (15) minute relief period.
- (b) An employee scheduled to work seven (7) hours or more in one (1) day shall receive two (2) fifteen (15) minute relief periods.
- (c) An employee scheduled to work in excess of eight (8) hours exclusive of a meal period in one (1) day shall receive one (1) additional ten (10) minute relief period.

Relief periods shall be given as near as possible to the middle of the forenoon, afternoon and evening work period.

ARTICLE NINETEEN

FUNERAL LEAVE

Paragraph 190. In the event of the death of the grandchild, grandparent, sister, brother, mother-in-law or father-in-law of an employee who has completed his probationary period as provided in Article Seven and provided said employee or his spouse attends the funeral, the employee shall receive a leave of absence for a period not to exceed three (3) days with full

straight time pay for the actual time lost from his scheduled work week not to exceed eight (8) hours in any one (1) day and which shall not be included in his accumulated weekly working hours.

In the event of the death of the spouse, parent, or child of an eligible employee, the leave of absence shall, subject to the provisions of this Paragraph, be for a period not to exceed five (5) days.

The leave of absence with pay is for the sole purpose of enabling the employee or his spouse to attend the funeral of his deceased relative and shall not authorize absence from work before the date of the death or after the day following the funeral provided however, that in the event of the death of the spouse, parent, or child of an eligible employee the leave of absence as provided in this Paragraph 190 shall extend for two (2) days following the funeral.

In the event of the death of a brother-in-law or sister-in-law an eligible employee shall be granted one (1) day off without loss of pay to attend the funeral.

For the purposes of this Article Nineteen, the mother or father of a former spouse of an otherwise eligible employee shall not be deemed to be the mother-in-law or the father-in-law of said employee.

Paragraph 191. Any employee who is on a paid vacation at the time of the death of a member of the employee's family, as listed above, shall be entitled to an additional three (3) or five (5) days off as vacation immediately following the employee's regular vacation.

ARTICLE TWENTY

JURY DUTY

Paragraph 200. A full time employee who is summoned and reports for jury duty shall be compensated by the Employer for each day on which he performs jury duty and on which he otherwise would have been scheduled to work, which shall not be included in his accumulated weekly working hours, provided that:

- (a) The employee notifies his immediate supervisor within twenty-four (24) hours after receiving notice that he has been called for jury duty.
- (b) The period of jury duty coincides with the employee's regular working schedule.

- (c) On a day that an employee is excused from jury duty before 11:00 A.M. the employee communicates by telephone with his immediate supervisor for the purpose of obtaining instructions whether to report for work, and, if he is instructed to do so, the employee reports for work as directed.
- (d) The employee furnishes evidence satisfactory to the Employer that he performed jury duty and the amount of compensation he received for said jury duty on the days for which payment from the Employer is claimed under this Paragraph.

Paragraph 201. The amount of compensation which an eligible employee shall receive for jury duty shall be the difference between his straight time earnings for eight (8) hours and the amount of daily compensation he received for jury duty.

Paragraph 202. An employee shall not be required to work the sixth day in a week he serves on the jury and/or works five (5) days in that week. However, if the employee works on the sixth day in such a week he shall be paid at one and one-half (1½) his straight time wage rate for hours worked on that day.

Paragraph 203. The Company will attempt to schedule a part time employee who has been called to jury duty, a schedule of fifteen (15) hours during a time when the employee is not sitting on jury.

ARTICLE TWENTY ONE MILITARY SERVICE

Paragraph 210. An employee who has completed his probationary period who enlists or is drafted into the Military Service of the United States shall be placed on a leave of absence without pay for this period of service up to forty-eight (48) months. Such an employee who is called upon to take a physical examination during his scheduled working hours may have the examination without loss of pay up to eight (8) hours at his straight time wage rate which will not be included in his accumulated weekly working hours.

Paragraph 211. The leave of absence for Military Service as provided in Paragraph 210 will terminate ninety (90) days after the date of discharge. The Employer will, in compliance with the Military Training and Service Act, reinstate an honorably discharged employee, who is entitled to reemployment under the Act, not later than thirty (30) days after receipt by the Employer of the employee's application to return to work and copies of his appropriate discharge documents.

Paragraph 212. A regular full time employee, with one or more years of continuous employment with the Employer, who enlists into the Military Service for a period of not less than two (2) years shall be entitled to three (3) weeks Military Leave Separation pay computed on the basis of his normal work week at his straight time hourly wage rate during the last pay period immediately preceding his enlistment. The Military Leave Separation pay shall be forwarded to the employee upon receipt by the Employer's Personnel Department of a letter from the employee's Commanding Officer at his first training center confirming the employee's induction into the Armed Services and the length of his enlistment.

Paragraph 213. An employee who has completed his probationary period and whose National Guard or Military Reserve Unit is called for summer maneuvers or encampment shall receive a short term leave of absence without pay or benefits for a maximum of two (2) weeks in any calendar year. Such an employee will have the option, but not the obligation, of arranging his vacation time to coincide with this short term leave of absence or of taking his leave of absence without pay. However, the employee will be entitled to holiday pay for those holidays occurring during this leave of absence.

Paragraph 214. An employee who has completed his probationary period and who, as a member of a National Guard Unit, is called to duty in the event of a local emergency or by decree of State Authority, shall be entitled to pay for those hours of his regularly scheduled work week actually spent performing his National Guard duties computed on the basis of his straight time hourly wage rate.

Paragraph 215. A regular full time employee with one (1) or more years of continuous employment with the Employer and who, as a member of a National Guard Unit, is called to active duty by order of the Federal Government shall be entitled to the following Military Leave Pay computed on the basis of his normal work week at his straight time hourly wage rate during the last pay period immediately preceding his call to active duty:

- (a) One week's pay upon confirmation to the Employer from the employee's Commanding Officer when inductee has been assigned.
- (b) One week's pay after nine (9) months of service.

(c) One week's pay after fifteen (15) months of service.

It shall be the inductee's responsibility to send a letter of confirmation to the Employer from the Commanding Officer confirming the employee's continuous active duty after nine (9) months of service and after fifteen (15) months of service. The Military Leave Pay will be forwarded to the employee upon receipt by the Employer of the required confirmation.

Paragraph 216. Except for Apprentice Meat Cutters and Apprentice Bakers, the period of Military Service shall be included as time worked in the employ of the Employer solely for the purpose of determining seniority rights and wage increments as provided in this Agreement.

ARTICLE TWENTY TWO

WEARING APPAREL AND TOOLS

Paragraph 220. The Employer agrees to continue its current practice in furnishing and laundering wearing apparel and to furnish and launder, without cost to the employees, the following special wearing apparel, equipment and tools:

- (a) Protective outer clothing for employees who are required to work in freezers or outdoors in inclement weather.
- (b) One (1) thermal vest in each calendar year to each employee who works in the store meat cutting rooms.
- (c) One (1) pair of heavy duty work gloves to each Maintenance Department employee whose work requires the use of work gloves. Replacement will be issued upon surrender of gloves beyond use due to wear and tear.
- (d) One (1) set of heavy duty raingear per truck in the Maintenance Department.
- (e) One (1) voucher in the amount of thirty-five (\$35.00) dollars for the purchase of safety shoes in each calendar year to each employee whose work, in the judgment of the Employer or as provided by law, requires the wearing of safety shoes, and to each Maintenance Department employee, at his option, upon application in writing to the Company.

- (f) Such equipment and tools as in the opinion of the Employer are suitable or necessary for the work to be performed. When in the judgement of the Employer, the equipment or tools as provided in this Sub-paragraph (f) require replacement due to normal wear, they will be replaced by the Employer without charge to the employee and when in the judgement of the Employer they are no longer required, said equipment and tools shall be returned to the Employer.
- (g) A hairnet to each employee whose work requires the use of the same. Replacement will be issued upon surrender of the hairnet beyond use due to normal wear and tear.

The selection and the determination of appropriate special wearing apparel, equipment and tools as provided in this Article Twenty Two shall be made solely by the Employer. The special wearing apparel, equipment and tools as provided in this Article Twenty Two shall at all times remain the property of the Employer and shall be used by the employees with care and solely for the efficient operation of the business of the Employer. Except to the extent otherwise specifically authorized by the Employer, said wearing apparel, equipment and tools shall be used solely on the Employer's premises or on the motor vehicles operated by the Employer. Upon the termination of his employment, each employee shall return to the Employer in the same condition as when received, normal wear and tear excepted, all wearing apparel, equipment and tools which he has received from the Employer.

ARTICLE TWENTY THREE

TRANSPORTATION

Paragraph 230. No employee shall be requested or required to use his personally owned vehicle for the business of the Employer.

Paragraph 231. A full time employee shall receive an automobile travel allowance of twenty-five (25¢) cents per mile for distance traveled in excess of twenty (20) miles between the employee's home and his store, each way, each day.

When a full time employee actually reports for work at his designated store and is temporarily assigned to another store for that day, the automobile travel allowance shall be paid to

said employee, without regard to any exclusions in this Article.

Paragraph 232. The automobile travel allowance as provided in the Article shall not be paid:

- (a) Any additional allowance when an employee requests a transfer.
- (b) When an employee is transferred because in the judgement of the Employer and the Union a moral or social adjustment is desirable or necessary.
- (c) In those instances where an employee moves his residence to a point more distant from his place of employment than when originally assigned to a store, he does not receive additional mileage allowance.
- (d) In the instance of a new employee appointed after November 1, 1980 who at the time of employment is assigned to a store requiring travel by car in excess of twenty (20) miles. This subsection (d) applies to employees first assignment only.

It should be understood that Paragraph 231 and Paragraph 232 regarding compensation for travel, is to be used for mileage traveled in an employee's own automobile.

ARTICLE TWENTY FOUR

LEAVE OF ABSENCE

Paragraph 240. Except as specifically provided in Paragraph 241, the Employer will give consideration to a request in writing by an employee who has completed one (1) year of continuous employment with the Employer for a leave of absence for personal reasons for a period not to exceed three (3) months. By mutual agreement between the employee and the Employer a leave of absence may for reasons satisfactory to the Employer be extended a maximum of three (3) additional months, provided however that the Employer shall not be required to allow an extension merely because of the allowance of the first request. The failure by the Employer to allow a leave of absence or if allowed, to consent to an extension as provided in the Paragraph shall not be cause for nor subject to the grievance procedure or to arbitration as provided in this Agreement. Notice in writing of the allowance of a leave of absence or of an extension shall be forwarded to the employee at his address on the records of the Employer and a

copy of said notice shall be mailed to the Union at its office in West Bridgewater, Massachusetts.

Paragraph 241. In the manner and to the extent provided in this Paragraph 241, the Employer agrees that an employee who has completed one (1) full year in the continuous employ of the Employer and who is unable to work because of bona fide illness or non-occupational injury in excess of thirty (30) days shall, upon application in writing to the Employer by the employee or his agent, be entitled to a leave of absence without pay for a period of not more than three (3) months for a part time employee and six (6) months for a full time employee from the last day he actually worked. Upon application in writing and the delivery to the Employer of a certificate by the licensed physician attending the employee certifying a reasonable prospect that the employee will not be physically and mentally capable of returning to work within said period as described above, a leave of absence as provided for in this Paragraph shall be extended for an additional period not to exceed three (3) months and six (6) months as the case may be following the expiration of the original leave of absence. Before returning to work following a leave of absence as provided in this Paragraph 241, the employee shall deliver to the Employer a certificate by his attending physician certifying that the employee is physically and mentally capable of performing his assigned work as an employee of the Employer.

Paragraph 242. The amount of time for a leave of absence as provided in Paragraphs 240, 241, 248 and 249 shall be included as time worked in the employ of the Employer in determining seniority as provided in Article Eight and shall not be included as time worked in the employ of the Employer in applying wage increments, vacation eligibility, vacation pay or other benefits determined by the length of employment as provided in this Agreement. During the period of his leave of absence as provided in this Article Twenty Four, the employee shall not receive nor shall the Employer be obligated to pay holiday or vacation pay or pay for funeral leave or for jury duty or for any other benefit except as provided for in Paragraph 243.

Paragraph 243. The Employer agrees to maintain in effect and pay the premium for the Group Insurance as provided in Article Fourteen for the benefit of or on behalf of an eligible employee who is unable to work because of bona fide illness or injury during the period covered by six (6) monthly premiums

on or after the beginning of the illness or the date of the injury. To secure the continuance after the period covered by six (6) monthly premiums as provided in this Paragraph 243 of his leave of absence during all or any part of the Group Insurance as provided in Article Fourteen, an employee requesting a leave of absence shall have the sole and exclusive responsibility for making suitable advance arrangements prior to the beginning of his leave of absence with the Employer or the Insurance Carrier or Carriers, as the case may be, for the continuance of said Group Insurance and the payment of the premiums therefor.

Paragraph 244. Except for compensation received from the Union under the provisions of Paragraph 248, an employee shall not during the period of a leave of absence as provided in this Article Twenty Four engage in any form of gainful employment or gainful self-employment.

Paragraph 245. Evidence of fraud or misrepresentation by or on behalf of an employee in requesting or obtaining a leave of absence or engaging in any form of gainful employment or gainful self-employment during the period of his leave of absence, the employment of the employee, his seniority and his eligibility for the benefits applicable to the employees in the bargaining unit shall cease and be terminated as of the date of the request for a leave of absence. If confirmed by discussion between the Company and the Union, the provisions of this Paragraph 245 shall not be subject to the grievance procedure or to the arbitration procedure as provided in Article Twenty Seven.

Paragraph 246. The employment, the seniority and the eligibility for benefits of an employee on leave of absence as provided in this Article shall cease and terminate as of the request for a leave of absence if the employee fails to report for work as scheduled after termination of his leave of absence except as provided for in Paragraph 241. In the event an employee claims that his failure to report for work as scheduled at the termination of his leave of absence was due to illness or injury, the employee shall notify the Employer as soon as practicable and deliver to the Employer a certificate by the attending licensed physician certifying that the employee was not physically able to work on the day he was scheduled to report for work at the termination of his leave of absence.

Paragraph 247. Except upon prior notice to and approval in writing by the Employer, an employee on leave of absence as provided in this Article shall not be eligible to return to work before the termination of his assigned leave of absence.

Paragraph 248. Employees, when called upon to serve as Officers or Delegates of the Union, shall be granted a leave of absence and upon termination of said office with the Union shall, upon request, be restored within fifteen (15) days from the date of the request to their positions, or substantially equivalent positions, at their former rate of pay plus any increases granted for such positions, during their absence. It is understood and agreed that such employees who desire to return to employment must apply to the Company in writing and return to active employment within three (3) months of the termination of such office with the Union.

Paragraph 248A. Any employee who accepts a position in management, shall have a probationary period of six (6) months during which he may be returned to his former position or a comparable position within the bargaining unit, with no loss of seniority status and at the same rate of pay, plus any increase granted during the probationary period. Once the employee has been out of the bargaining unit for more than six (6) months and he then should re-enter the bargaining unit, his seniority date would be the date of his re-entry into the bargaining unit.

Paragraph 249. In the manner and to the extent provided in this Paragraph 249, a female employee who has completed one (1) year of continuous employment by the Employer shall upon application in writing to the Employer be entitled to a leave of absence without pay for a period of not more than twelve (12) months because of pregnancy provided that the employee returns to work within six (6) months after the termination of the pregnancy. The employee shall notify the Employer not less than thirty (30) days in advance of her intention to resume her previous duties as an employee of the Company. Before the employee returns to work following a leave of absence as provided in this Paragraph 249, the Employer may require evidence satisfactory to the Employer that the employee is physically and mentally fit and able to perform the duties of an employee of the Company.

Paragraph 249A. All requests for a leave of absence shall be in writing and submitted to the Director of Human Resources of the Company. The authority to approve or disapprove a leave of absence shall be vested with the Director of Human Resources.

ARTICLE TWENTY FIVE

DISCIPLINE AND DISCHARGE

Paragraph 250. The Employer may discipline or discharge an employee for cause. The Employer will give an employee a written warning before the employee is disciplined or discharged. A written warning shall be given to the employee as soon as practicable and within ten (10) working days after the alleged offense. The reason for the discipline or discharge of an employee need not be the same reason for which an unexpired warning had been previously given to the employee. A warning to an employee shall expire one (1) year from the date it was issued.

Paragraph 251. The Employer may discipline or discharge an employee without the necessity of first giving a written warning as provided in Paragraph 250 for any of the following reasons: dishonesty; deliberate abuse or damage to the Employer's property; failure or refusal to carry out a work assignment; altering, changing or falsifying information on an employment application, time card or other Company record; punching the time card for another employee or permitting another employee to punch his time card; failure to report for work as provided in Article Eight; stopping work or leaving his work area during working hours without the approval of his supervisor; intoxication because of alcohol or narcotics on Company premises or during working hours; more than one (1) attachment of wages; the use or possession of alcohol, narcotics, firearms or weapons on Company premises or during working hours; thievery; willful negligence; the use of obscene language in the presence of a customer; failure to maintain adequate standards of cleanliness or safety; working for a competing supermarket or business while in the employ of the Employer; the use or the threat of coercion, violence or bodily injury; gambling on Company premises or during working hours; conviction of a serious offense; engaging or participating directly, indirectly or by any means whatsoever in any of the prohibited conduct described in Paragraph 60;

engaging in gainful employment or self-employment during the period of a leave of absence; falsifying information or testimony relating to an accident on Company premises or in connection with the business of the Employer or conduct or circumstances usually considered dangerous to persons or property or which might reflect discredit on the Employer. Nothing in this Paragraph 251 shall restrict the authority of an arbitrator designated pursuant to Paragraph 272 to review the appropriateness of the disciplinary action imposed by the Employer.

Paragraph 252. In the event an employee is suspended or discharged as provided for in Paragraph 251, the Union will be notified immediately and a written notice will be given to the affected employee and the Union as soon as practicable.

Paragraph 253. An employee who has been suspended or discharged shall leave the premises of the Employer without delay provided however, that if he so requests, the employee may before leaving the premises, confer with the Steward at the establishment at which the employee is then working for a period not to exceed thirty (30) minutes.

Paragraph 254. An employee who has been suspended or discharged may, within seven (7) working days after said suspension or discharge, go directly to Paragraph 271 of the Grievance Procedure.

ARTICLE TWENTY SIX

MISCELLANEOUS

Paragraph 260. For the purpose of enabling the Employer to maintain accurate personnel records, each employee whether actually working, on layoff or on leave of absence shall keep the Employer advised on a form furnished by the Employer of his correct address and telephone number, if he has a telephone. The mailing of a notice to the address furnished to the Employer by an employee shall be deemed to be compliance by the Employer with any provision of this Agreement which requires notice to an employee.

Paragraph 260A. Safety Committee. A Safety Committee shall be established. The Union and the Company will participate in the operation of this Safety Committee. The Committee will consist of an equal number of representatives of the Company and the Union.

Paragraph 261. Working schedules for store and maintenance employees will be posted in ink on the Bulletin Board at the location where said employees are employed no later than 11:00 A.M. on Friday of the previous week. If a schedule is not posted at any location as provided in this Paragraph, the working schedule for the store or maintenance employees at that location will continue in accordance with the last posted schedule.

To meet changing operating and working conditions, previously posted schedules may be changed for that one (1) week by mutual agreement between the Employer and an employee or employees and posted the day before the change is to be effective.

Paragraph 262. Each employee shall comply promptly with present and future procedures prescribed by a Government Agency, or for good reasons, or as provided in this Agreement by the Company requiring aptitude, physical or other examinations. When required by the Company, the Company will pay the professional fee of the physician selected by the Company. Except as otherwise provided in this Agreement the Company shall pay the employee, required to take the examination, at the employee's straight time wage rate for the time spent by the employee for such an examination. The employee will submit to the Company a written statement on a form furnished by the Company as to the actual time spent at the place of the examination and the reasonable cost of a Health Card.

Paragraph 262A. When an employee is requested by the Company, its insurers, or its legal counsel to make a court appearance in the interests of the Company, the Company agrees to pay the employee for the time spent, at the employee's straight time wage rate. The time spent shall be included in employee's accumulated weekly working hours. The employee will submit to the Company a written statement on a form furnished by the Company as to the time spent in making the court appearance.

Paragraph 263. The Company agrees to provide a Bulletin Board as near to the time clock as practicable in each store for use by the Union in posting of notices and bulletins concerning administration and business affairs of the Union.

Paragraph 264. A regular full time employee who has been in the continuous full time active employ of the Employer for two (2) years or more shall receive as a wedding gift an amount equal to one (1) week's pay on the basis of his normal work week at his straight time hourly wage rate for the last pay period in which he worked a full normal work week immediately preceding his wedding. A regular full time employee who has been in the continuous full time active employ of the Employer for one (1) year and less than two (2) years shall receive a wedding gift in the amount of Ten (\$10.00) Dollars. Requests for wedding gifts as provided in this Paragraph shall be made to the Director of Human Resources and shall be presented after the marriage takes place. The provisions of this Paragraph shall be limited to a single wedding gift for an eligible employee.

Paragraph 265. No employee shall be required to attend Company meetings on his own time without pay.

Paragraph 266. At the request of an employee, the Employer will schedule the employee's scheduled working hours during the calendar week in which a National, State or local government election occurs to allow the employee time off without pay from his work to vote on said election day if the polls at the employee's voting place are open only during the employee's normally scheduled working hours. The time off from work as provided in this Paragraph shall be limited to a maximum of two (2) hours.

Paragraph 267. An employee will be reimbursed by the Employer for the reasonable value of eyeglasses accidentally damaged while in the performance of his job, provided that the details of the accident are reported to the Employer promptly, and without delay.

Paragraph 268. The Company agrees that the Union may display one (1) shop card, or other Union insignia in a mutually agreed upon prominent location, other than store front glass or doors, in each of the Company's stores. This shop card shall, at all times, remain the property of the Union.

Paragraph 269. The Company will notify the Union when introducing any new type of production equipment, setting up a new department, or establishing a new classification not presently listed within this Agreement. However, nothing in this Paragraph should be interpreted as restricting the Com-

pany from utilizing new equipment or establishing any department which it deems necessary for the operation of the Company.

Paragraph 269A. The Company shall not enter into any individual agreements with any employee or employees covered by this Agreement.

ARTICLE TWENTY SEVEN ADJUSTMENT OF GRIEVANCES

Paragraph 270. The Employer, the Union and the employees agree that the exclusive method for the adjustment, processing and the settlement of a grievance as defined in this Paragraph 270 is and shall be in accordance with the grievance and arbitration procedures prescribed in this Article. A grievance is defined as a complaint or a dispute between the Employer and either an employee or the Union pertaining to the application of or compliance with the provisions of this Agreement. The Employer, the Union and the employees agree to observe and follow the procedure in this Article and subject to the provisions in Paragraph 270, to be bound by any determination or decision which shall be made in accordance with the said procedure.

Paragraph 271. GRIEVANCES. In the event that a problem should arise, the employee may take up this problem with the Store Manager or the Store Manager's immediate supervisor with the Union Business Representative or Steward present for adjustment. In the case of a problem of a non-store employee it can be taken up between the aggrieved employee, the Steward or Business Representative and his direct supervisor.

If the employee or the Union feels that the problem has not been satisfactorily resolved, the grievance as defined in Paragraph 270 shall be dealt with in the following manner:

Step 1. The aggrieved employee and/or the Union may within fifteen (15) working days after the occurrence or knowledge of the alleged grievance, present the grievance in writing to the Director of Human Resources. The written grievance shall state the known facts concerning the alleged grievance, the provision of this Agreement allegedly violated, and the relief sought by the aggrieved employee.

Within five (5) working days after the receipt of the written

grievance, there shall be a discussion with respect to said grievance by the aggrieved employee and the Company's Director of Human Resources or his agent, at which time a Union Representative shall be present. A duly authorized representative of the Company shall within five (5) working days after the conclusion of the discussion in Step #1 advise the aggrieved employee and the Union in writing of his decision concerning said grievance.

By mutual agreement between the Employer and the Union, two (2) or more separate current grievances otherwise subject to this Agreement which involve the same matter or questions which affect a group or class of employees may, at the written request to the other Party by the Union or the Employer, be consolidated and processed as a single grievance provided however, that such procedures shall be subject to all the provisions of this Article. The Company or the Union may institute a grievance by a written notice to the other Party. Within five (5) working days after said notice, the grievance shall be discussed by the Representative of the Company and the Representative of the Union. If within five (5) working days after said discussion, the grievance is not settled to the satisfaction of the Parties, the grievance may be submitted to arbitration in the manner provided in Paragraph 272.

Paragraph 272. In the event that a grievance is not settled after the completion of the grievance procedure prescribed in Paragraph 271, the grievance may be submitted to arbitration in accordance with the following procedure:

- (a) The request for arbitration may be made by the Union or by the Employer by notification in writing to the other Party within ten (10) working days after the date of the written decision under the procedure provided in Paragraph 271.
- (b) The request for arbitration shall state the alleged violation or violations of this Agreement and the remedy or the relief sought by the Party requesting arbitration.
- (c) Within five (5) working days after such notification, the Party requesting arbitration shall execute and mail a written request to the American Arbitration Association, Boston, Massachusetts for the appointment of a panel of arbitrators, a copy of which shall be simultaneously mailed to the other Party unless during the said five (5) day period, the Parties mutually agree upon an arbitrator.

- (d) Within five (5) working days after receiving the mailing of a panel of suggested arbitrators, the Representatives of the Company and of the Union shall within the prescribed period, advise the American Arbitration Association in writing of the selection of an acceptable arbitrator. In the event that the Company and the Union do not so advise the American Arbitration Association as provided in this Paragraph 272, either Party may, within five (5) working days thereafter, request the American Arbitration Association in writing, with a copy to the other Party, to designate an arbitrator and the arbitrator so designated shall be authorized to hear and decide the grievance.
- (e) The authority of the arbitrator shall be limited to the terms and provisions of this Agreement, and to the question or questions which are submitted. The arbitrator shall not have any authority to establish salaries, change any terms or conditions of employment, add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement. The arbitrator shall not be empowered and shall have no jurisdiction to infringe upon the managerial functions, rights and responsibilities of the Company, and shall have no jurisdiction to substitute his judgement or discretion for the discretion of the Company in any case where the judgement or discretion is retained by or given to the Company under an express provision of this Agreement.

The arbitrator shall be empowered, based on the evidence, to award wages and compensation for losses suffered by the aggrieved party. Subject to the provisions of this Article, the arbitrator shall have the authority to order reinstatement, to enjoin violations of this Agreement, and to award compensatory and other damages, limited to the scope of this Agreement.

Failure to initiate a grievance in a timely manner renders null and void any retroactive compensation. The settlement arrived at by the Parties through the Grievance Procedure and/or arbitration would be restricted to the settlement and adjustment of the specific grievance in question.

For the above purpose, timely manner is understood to

mean introduction of the grievance in the first step within fifteen (15) working days from the date of the alleged grievance or knowledge thereof, and the adjustment of said grievance may include total liability in retroactive compensation.

- (f) Subject to the provisions of Paragraph 272(e), the decision by the arbitrator shall be final and conclusively binding upon the Company, the Union and the aggrieved employee or employees.
- (g) The expense of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Employer and the Union.

Paragraph 273. By mutual agreement in writing between the Employer and the Union, a grievance otherwise subject to the grievance procedure as provided in Paragraph 270, and in Paragraph 271, and otherwise subject to this Agreement may be directly submitted to arbitration as prescribed in Paragraph 272. A matter referred for disposition in accordance with the procedure provided in this Article Twenty Seven shall not be referred to or processed by the Union or by the Employer before any state or federal labor relations agency.

Paragraph 274. Except where an extension of time has been sought and obtained as provided in Paragraph 284, in the event of the failure by either the Employer, the Union or the aggrieved employee to comply with the time limitations provided in this Article Twenty Seven, the grievance shall be deemed to have been withdrawn or affirmatively accepted as the case may be.

Paragraph 275. The breach of any of the provisions of Paragraph 60 or of Paragraph 61 shall at the option of the Employer terminate the obligation of the Employer to arbitrate the dispute underlying the breach.

Paragraph 276. For the purpose of the adjustment of grievances, working days shall mean Monday through Friday excluding holidays.

ARTICLE TWENTY EIGHT

SCOPE OF AGREEMENT

Paragraph 280. It is acknowledged and agreed that during the course of the negotiations preceding the execution of this Agreement, all matters and issues of interest to the Union, to

the employees and to the Employer pertaining to wages, hours and conditions of employment have been fully considered and negotiated, that each Party was afforded a full opportunity to present and discuss proposals pertaining to wages, hours and conditions of employment and that the understandings and agreements concluded during said negotiations are fully set forth in this Agreement.

Paragraph 281. The Union, the employees and the Employer agree that during the term of this Agreement all matters and issues pertaining to wages, hours and conditions of employment are and shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither the Employer nor the Union shall be obligated to negotiate with the other during the term of this Agreement with respect to any matter or issue pertaining to wages, hours or conditions of employment whether or not specifically included in this Agreement provided however, that nothing in this Paragraph 281 shall in any way limit or restrict the rights and duties prescribed in Article Twenty Five and in Article Twenty Seven.

Paragraph 282. Except as otherwise specifically provided, the provisions of this Agreement shall apply only to employees who are actually working and in the employ of the Employer on and after the effective date of this Agreement, which shall include employees on layoff and eligible for recall as provided in Article Eight and employees on authorized leave of absence as provided in Article Twenty Four.

Paragraph 283. No addition to, alteration, modification or waiver to any provision of this Agreement shall be valid or of any force or effect unless made in writing and executed by the Employer and the Union.

Paragraph 284. By mutual agreement between the Employer and the Union, any of the time limitations provided in this Agreement may be extended and each of the Parties of this Agreement agrees not to unreasonably withhold assent to the request by the other Party for a reasonable extension of such time limitations.

Paragraph 285. The failure by the Employer or by the Union to observe or enforce any provision of this Agreement shall not be construed as a waiver of said provision.

ARTICLE TWENTY NINE

DURATION

This Agreement between the Company and the Union shall become effective on November 1, 1980 and shall continue in full force and effect until its expiration at midnight October 30, 1982 and shall be continued from year to year thereafter unless at least sixty (60) days prior to its expiration, or at least sixty (60) days prior to any subsequent anniversary of the expiration date, either the Union or the Company give written notice by Registered Mail to the other that it desires to amend or terminate this Agreement. During negotiations of any proposed new agreement or amendments, the terms of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Company and the Union have here unto caused this Agreement to be signed, sealed, and delivered in their names, by their authorized agents, as of the day and year first above written.

SOUTHEAST FOOD HANDLERS LOCAL 4A
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO

By _____
Noe Gouveia
President, Local 4A

FERNANDES SUPER MARKETS, INC.

By _____
Joseph Fusco
President

MEMORANDUM OF AGREEMENT

Memorandum of Agreement entered into at Brockton, Massachusetts on October 31, 1980 by and between Fernandes Super Markets, Inc. Norton, Massachusetts and the Southeast Food Handlers Local Union No. 4A of the United Food and Commercial Workers International Union, West Bridgewater, Massachusetts hereinafter designated and referred to as the Company and the Union, respectively as follows:

- (1) It is understood and agreed that, in the event of a strike by a Union having contractual relations with the Com-

pany, other than the Union or its Locals which are parties hereto, which strike is legal and is sanctioned by the International body of such Union, the employees covered by this Agreement shall not be required to cross a picket line.

(2) Geographic Areas:

- | | |
|-------------------|-------------------|
| 1) Easton #2 | Pembroke #18 |
| Randolph #4 | Middleboro #24 |
| Brockton #15 | Campus Plaza #31 |
| 2) New Bedford #7 | Rodney French #26 |
| Dartmouth #22 | Rio Plaza #27 |
| Rockdale #25 | |
| 3) Norton #1 | Medway #10 |
| Plainville #5 | Medfield #19 |
| Walpole #8 | Mansfield #30 |
| Attleboro #9 | Maintenance |

The above geographic areas and the stores therein may be changed at any time by mutual agreement between the parties.

A part time employee who exercises his or her option and accepts recall within the geographic area, cancels his or her recall rights for the store from which he or she was laid off. However, if an employee refuses recall to a certain store in a geographic area, he or she does not forfeit his or her recall rights to other stores in that geographic area.

MEMO TO PARAGRAPH 41

When the position of a Steward causes a store to be over the Minimum Staffing and the Steward is the junior employee in that Department, the Union and the Company will meet in an effort to reach a mutual solution that will be acceptable to the Union, the Company and the Steward.

MEMO TO PARAGRAPH 89

It is understood that in the implementation on the minimum manning portion of Paragraph 89, under Produce Department Sub-section (d), that for each store which continues to qualify to the volume stipulation, the Company will employ one (1) Produce Second Man, to be scheduled in as many stores as necessary to provide a regular full time job during the time period which the store continues to qualify. This practice will continue to a maximum of five (5) stores, and relating to the five (5) Produce Second Men on the Company payroll as of

11/3/80. The Company will not be obligated to fill vacancies created in the position of Produce Second Men beyond 11/3/80 or beyond the Produce Second Men on the Company payroll as of 11/3/80.

Any current Produce Department Head who requests a demotion or is demoted for cause would revert to category of Paragraph 89 Sub-section (d) (2).

MEMO TO PARAGRAPH 104

It is understood by the Company and the Union that the principle of proper scheduling requires that hours be scheduled to functions and that these functions be performed at times which best satisfy the demand created by sales to insure proper service levels and store conditions.

It is also understood by the Company and the Union that seniority must be taken into account when scheduling of part time hours.

It is the intent of the Company and the Union to insure that the principles of proper scheduling for service and store conditions are maintained, regardless of whether adding functions or shifts due to increased sales or deleting functions or shifts when sales decrease and to insure that the most senior part time employees are offered the most available hours, provided that the employee is available to work the hours that are needed.

MEMO TO PARAGRAPH 260A

Whenever, in the opinion of the employees, prevailing working conditions cause a physical hardship to such employees, the Union will meet with the Employer in an effort to resolve such matters.

**SOUTHEAST FOOD HANDLERS LOCAL 4A
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO**

By _____
Noe Gouveia
President, Local 4A

FERNANDES SUPER MARKETS, INC.

By _____
Joseph Fusco
President

6178-01560114003-06

Bureau of Labor Statistics
Collective Bargaining Studies

U.S. Department of Labor



*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 044-R0003

6851

March 3, 1981

APR 14 1981-*h*

Director of Personnel
Fernandes Super Markets, Inc.
Norton, Massachusetts 02766

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s): **Between Food and Commercial Workers, local 4 (Southeast Food Handlers)**. The agreement we have on file expired **October 1980**.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 800
2. Number and location of establishments covered by agreement 18
3. Product, service, or type of business Supermarket
4. If your agreement has been extended, indicate new expiration date _____

Richard Pires Director Human Resources 617-285-7771
Your Name and Position Area Code/Telephone Number
380 S. Worcester St Norton MA 02766
Address City/State/ZIP Code